MYSORE DISTRICT.

TENDER FORM.

Notification dated the 12th October 1932.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Mysore District, up to 2 P.M. on the.....November 1932 for the purchase of the exclusive right of collecting Thangadi (Cassia auriculata) and Kakke (cassia fistula) barks on all Government unoccupied lands and State Forests from the date of confirmation till 30th June 1933 in the Malvalli Taluk or for each Hobli or Firka or any other smaller unit comprised in the Taluk as the case may be.

Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of kakke bark in plantations is prohibited.

Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each Taluk, each Hobli or Firka, or any other smaller unit in the Tlauk must be tendered for separately.

3. Tenders of defaulters on account of previous leases and those not in accordance with Rule 4 will be summarily rejected.

4. Each tender must be accompanied by a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government in regard to his solvency and its extent or an exchange certificate provided in clause 7 and also a sum of Rs. 200 as earnest money. Covers containing the tender should be addressed to the District Forest Officer, Mysore District and should be duly registered, insured and superscribed "Tender for the lease of collecting Thangadi and Kakke barks."

5. The name and address of the tenderer must be clearly and fully given.

6. Tenders will be opened by the District Forest Officer in the District Forest Office at 2 P.M. on the.....in the presence of such of the tenderers as may be present.

7. The successful tenderer shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be sufficient authority for him to tender for the lease in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in cases the party named therein happens to be the successful tenderer, obtaining in lieu thereof, if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particluars found in the Amildar's certificate with the details of purchases made in the sales of other Divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful tenders will be returned immediately after the sale.

8. The exclusive right of collecting and removing the produce above described will be disposed of to the highest tenderer subject to the confirmation of the Chief Conservator of Forests in Mysore or the District Forest Officer, as the case may be, who at his discretion may reject the highest or any other tender without assigning any reason therefor.

9. Within three days of the receipt of notice of acceptance of the tender, the successful tenderer shall credit into the Government Treasury of the Taluk concerned one-quarter of the total sale amount including the earnest money already paid together with local, railway and other cesses on the full lease amount at the rates prevailing in the District. In default, the acceptance other tender will be cancelled, the earnest money forfeited and the right resold. Such resale will be at the risk of the defaulting tenderer who will be liable to make good any loss that may result to Government thereby but will have no claim to any surplus accruing therefrom. Such loss shall be recoverable as an arrear of land revenue.

10. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

11. Within fifteen days of the intimation of confirmation of the sale, the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of the value of ten annas procured at his own cost and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount whichever is less for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold at the defaulter's risk. He shall have no claim to any suplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Office.

12. The balance amount will be paid in two equal instalments at intervals of 4 months as follows :—

First khist on or before 1st December 1932.
Second do 1st April 1933.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in exitnguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1934, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's dicision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, or the Chief Conservator of Forests as the case may be. In the case of mere forefeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

PROCLAMATION AND NOTIFICATION OF SALE OF IMMOVABLE PROPERTIES.

Dated 31st October 1932.

It is hereby notified that the right, title and interest in the undermentioned immovable properties of judgment debtor Mr. Venkatagiriah, son of Mr. Bhagavan Battaru, resident of Nagamangala purchased in the court sale towards the arrears due to the Forest Department, Mysore, which are in possession of the District Forest Officer, Mysore District, will be sold by public auction, by the District Forest Officer, Mysore, or any other officer deputed by him for the purpose as shown below.

2. The sale will commence at 11 A.M., and the properties will be knocked down to the highest bidder.

3. Each bidder shall deposit 25 per cent of the purchase money at the time of sale and when the reminder of the purchase money may not be paid within fifteen (15) days from the date of sale, the money so deposited shall be liable to forfeiture.

4. When such deposit shall not be made nor the remaining purchase money paid up, the property shall be resold at the expense and risk of the first purchaser.

5. The sale shall be stayed if the defaulter or any person acting on his behalf or claiming an interest in the property the full amount of arrears of the revenue with the interest and other charges, provided such tender be made before and property is knocked down.

6. The sale of property will not become absolute until the sale has been confirmed by the District Forest Officer, Mysore District, or the Chief Conservator of Forests in Mysore, Bangalore as the case may be.

7. Purchasers having completed the payment of purchase money will, as soon as the sale has been confirmed, be placed in immediate possession and the property will be registered in the name of the purchaser and certificate of sale signed and sealed will be granted to him. It is distinctly understood that the Government are not responsible for errors of description and estimated extent.

8. Provided parties deeming themselves aggrieved by the sale shall be at liberty to appeal to the Chief Conservator of Forests in Mysore and also to the higher authorities against his order within the time prescribed by law and the purchase shall be conditional on the final order in such appeal.

SCHEDULE.

Taluk	Hobli	Village	S. No.	Wet, dry or garden	Extent	Estimate rental	Approximate value	Date of sale	Place of sale	Remarks
					A. g.	Rs. a. p.				
Nagamangala	Kasaba	Nagamangala Kasaba (Sooleker).	469—1	Wet ..	Old survey 0 30 as per re-survey 9 29	3 8 0 3 12 0	Rs. 550 0 0	5th December 1932	Nagamangala Traveller's Bungalow.	For further particulars please apply to Forest Range Officer French-Rocks Range, Melkote.
			486—1	Do ..	Old survey 0 26 Re-survey 0 26	3 0 0 3 12 0				

C. A. JABBAR,
District Forest Officer, Mysore.

KADUR DIVISION.

SALE OF TIMBER TREES IN HIGH FORESTS.

Notification, dated Chikmagalur, 1st November 1932.

It is hereby notified for general information that the right to cut and remove the following timber trees in the plantation areas of the State Forests in the Kadur Division for the year 1932-33, will be sold by public auction by the District Forest Officer, or the Range Officer as the case may be, subject to the conditions mentioned below:—

Place of sale—Sangameswarapet. Date of sale—30th November 1932.

Coupe	Teak	Honne	Bete	Mathi	Nandi, jambe jalari and bilwara. hebbalsu-	Other kinds	Total
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
Malgode Halagur State Forest, 15 acres.	..	..	..	150	..	300	450
Yelekal Basavankote State Forest, 20 acres.	..	50	..	200	..	300	550

The sale will commence at 2 P.M. precisely, on the day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of the timber in the Coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Departmental elephants can be hired, when available, for dragging timber, on payment of hire of Rs. 6 per male and Rs. 5 per female elephant per day, rations to the elephant being supplied by the hirer at his own cost, it being clearly understood that the applicant will have to bear the whole charges for the days beginning that on which the animal is sent out for hire and sending with the day on which the animal reaches the place from which it had to start for the purpose.

N.B.—A working day is only of six hours.

Each bidder shall, before being permitted to bid, be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returned to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately, after the close of the sale, pay 25 per cent of the bid amount less deposit arleady paid, failing which, the right will be resold or the work carried out by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or Departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other Officer conducting the sale, as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the Department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th May 1933.

(*b*) That he shall make the felling of all trees which are not reserved by the Department.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot. The District Forest Officer's decision regarding the over dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused;

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed of each species is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That if any tree which has been retained by the Department is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the Forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the timber paid for but left unremoved after the 31st May 1933.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it Departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

C. H. EAGLES,
District Forest Officer.